

**BEFORE THE
PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA**

Application of)	
)	
City Communications, Inc.)	
)	
for a Certificate of Public Convenience)	DOCKET NO. 2019- <u>100</u> -C
and Necessity to Provide Resold and)	
Facilities-Based Local Exchange,)	
Exchange Access and Interexchange)	
Telecommunications Services in the State)	
of South Carolina, and For Alternative)	
and Flexible Regulation)	

City Communications, Inc. (“ Applicant”), by undersigned counsel and pursuant to South Carolina Code Sections 58-9-280(B) and 58-9-310, and the rules and regulations of the Public Service Commission of South Carolina (“ Commission”), hereby requests the issuance of a Certificate of Public Convenience and Necessity (“ CPCN”) to Applicant to provide facilities based and resold local exchange service (including exchange access) and interexchange telecommunications services throughout the State of South Carolina. Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No.2000-407-C. In addition, Applicant requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C.

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Applicant principally proposes to offer facilities based local exchange telecommunications services to carrier customers throughout the State of South Carolina. Specifically, Applicant expects to offer wholesale transport and backhaul services to wireless carriers and other service providers. Applicant will provide such services using optical technology connecting customer-provided wireless capacity equipment to customer or Applicant provided bi-directional radio frequency to optical conversion equipment. All services will be available twenty-four hours a day and seven days a week. Applicant will begin offering service if this Application is granted.

Applicant will not initially offer voice services (or any other switched services), but seeks authority to do so, should Applicant decide to expand its services as market conditions dictate. To the extent Applicant provides voice telephone services in the future, Applicant intends to use the existing local exchange boundaries and established local calling scope of the incumbent local exchange carriers in South Carolina. Applicant will perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements. Applicant will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable and high-quality telecommunications services in South Carolina. Applicant does not intend to provide retail residential local exchange services in South Carolina, and therefore the bond requirement set out in S.C. Code Ann. Regs. 103-607 does not apply to Applicant. In the event Applicant provides retail residential local exchange services in South Carolina, Applicant will comply with the provisions of S.C. Code Ann. Regs. 103-607. Applicant respectfully submits that granting this Application will serve the public interest of South Carolina by encouraging technological innovation, the deployment of new infrastructure, lower rates through increased competition, and greater reliability and capacity in

existing networks. Specifically, Applicant's services supplement wireless coverage without requiring the construction of large towers due, in part, to the smaller types of antennas utilized by Applicant. By expanding the capacity and availability of wireless services in South Carolina, the State's telecommunications infrastructure will be improved, and economic development will be facilitated.

In support of this Application, Applicant respectfully states as follows:

1. The name and address of the Applicant is:

City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188
Telephone: 678-698-7475

2. Correspondence concerning this Application should be directed to Applicant's attorneys:

Bob Coble, Esq.
Member
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, SC 29202

with a copy to:

Kenny Perkins, Owner
RTC Associates, LLC Consultant to City Communications, Inc.
3075 Breckinridge Boulevard, Suite 425
Duluth, GA, 30096-4981.
Telephone: 678-436-5590 Ext. 301

3. If this Application is granted, the Commission should direct all correspondence directly to Applicant's regulatory contact:

Faraz Mobeen
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188
Telephone: 678-698-7475

4. Description of Applicant

Applicant is a Georgia corporation formed on February 24, 2014. Copies of its Certificate of Formation and Certificate of Authority to Transact Business as a foreign entity in South Carolina are attached hereto as Exhibit A.

5. Officer, Directors, and Legal Counsel

The following individuals serve as Applicant's Officers:

Faraz Mobeen, Chief Executive Officer
Sadiq Akhtar, Chief Financial Officer

The following individuals serve as Applicant's Legal Counsel

Bob Coble, Esq., South Carolina Local Counsel

6. Customer Service

Applicant understands and values the importance of quality customer service for South Carolina's consumers. Applicant's customers will be able to contact Applicant regarding customer service issues at in writing at Applicant's contact address, and via a customer service email address, all of which will be available at Applicant's website, www.citycom.co and will be printed on each customer's invoices.

7. Financial Ability

Applicant has sufficient financial resources to operate in South Carolina. Applicant's unaudited financial statements are attached hereto as Exhibit B. Applicant is seeking confidential treatment of these statements and is providing these financials under seal by means of the Motion for Protective Treatment has been filed concurrently with this Application.

8. Managerial and Technical Ability.

Applicant is technically and managerially qualified to provide the services described in this Application in South Carolina. Applicant's operations will be directed by its existing corporate management, technical, and operations staffs responsible for the telecommunications operations of Applicant. The names and titles of Applicant's key officers are set forth in Section 5.

Exhibit C to this Application sets forth a brief overview of the technical and managerial experience of those individuals. Officers may be contacted at Applicant's principal place of business indicated above. Neither Applicant nor any of its officers, directors, partners, managers, or members has been or are currently the subject of any civil or criminal proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency that could adversely affect Applicant's ability to provide telecommunications services in South Carolina. this Application in South Carolina. Applicant's operations will be directed by its existing corporate management, technical, and operations staffs responsible for the telecommunications operations of Applicant. The names and titles of Applicant's key offers are set forth in Section 5.

9. Proposed Service Territory

Applicant proposes to offer facilities based local exchange service throughout the entirety of South Carolina. Local exchange service will be offered within the present operating areas of the Incumbent Local Exchange Carriers ("ILECS") to the extent open to competition. Exhibit D attached hereto, contains Applicant's proposed informational tariff.

10. Public Interest and Necessity

As described in this Application, Applicant is managerially, technically, and financially qualified to provide telecommunications service in South 'Carolina. By expanding the availability of telecommunications services in South Carolina, the State's telecommunications infrastructure will be improved and, with it, economic development will be facilitated. Also, City Communication's services are designed to supplement wireless coverage without requiring the construction of large towers.

Grant of this application will have both direct and indirect public benefits. The public will benefit directly through use of City Communications, Inc.'s services, and indirectly in that with City Communications, Inc. in the market, the increased competition will provide an incentive for existing carriers to improve their service offerings and become more efficient, productive, and innovative.

For all these reasons, the public convenience and necessity will be served by the Commission's issuance of a Certificate of Public Convenience and Necessity to Applicant authorizing it to provide services as described herein.

The grant of this Application is consistent with S.C. Code Ann. § 58-9-280(B). Accordingly, Applicant makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's local services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by Applicant will not adversely impact the public interest.

Typically, in the telecommunications industry, as new entrants arrive in a market, the increased options have had positive effects on choice, price of services, and the performance of those services, thus providing concurrent benefits to consumers. Furthermore, as prices have decreased due to competition market demand has increased, resulting in increased revenues for both new entrants and established firms. City Communications, Inc.'s presence in South Carolina will incentivize other

telecommunications providers to operate more efficiently, offer more innovative services, reduce prices, and improve quality of service as well.

For all the above reasons, the approval of this Application is in the public interest.

11. Waivers and Regulatory Compliance

Applicant requests that, pursuant to 10 S.C. Reg. 103-601(3), the Commission waive the following Commission Rules and grant regulatory treatment as set out herein:

A. 10 S.C. Reg. 103-610: Applicant requests a waiver of the requirement in Rule 103-610 that all records required under the rules be kept within the State. Applicant maintains its records at its principal offices in its operational headquarters indicated above. As such, maintaining a separate set of books and records in South Carolina for Applicant's South Carolina operations would be unduly costly and burdensome. Applicant states that all such books and records shall be provided to the Commission Staff or the Office of Regulatory Staff ("ORS") in a timely manner upon request, and will also make those books and records available to the Commission Staff or the ORS its offices in California, and will bear the reasonable expense of travel for the Commission Staff or ORS to examine those books and records located outside South Carolina.

B. 10 S.C. Reg. 103-611: Applicant requests that it be exempt from any recordkeeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation. As a competitive carrier, Applicant will not be subject to rate base regulation and therefore should not be subject to USOA requirements. Applicant maintains its books in accordance with Generally Accepted Accounting Principles ("GAAP"). In addition to the above requested

waivers, Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively in the South Carolina telecommunications market.

C. Flexible Regulation of Local Exchange Services: Applicant respectfully requests that any future switched local exchange service offerings be regulated in accordance with the procedures outlined in Order No. 98-165 in Docket No. 97-467-C.

D. Alternative Regulation of Business Service Offerings. Applicant requests that all of its future interexchange switched business service offerings be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. It is Applicant's intent by this request to have its business services regulated in the same manner as this Commission has permitted for AT&T Communications of the Southern States, Inc. ("AT&T"). Specifically, Applicant requests that the Commission:

- a. remove the maximum rate tariff requirements for its business services, private line, and customer network-type offerings;
- b. presume that the tariff filings for these uncapped services be valid upon filing. However, if the Commission institutes an investigation of a particular filing within seven (7) days, the tariff filing would be suspended until further order of the Commission; and
- c. grant Applicant the same treatment as AT&T in connection with any future relaxation of the Commission's reporting requirements.

CONCLUSION

For the reasons stated above, Applicant respectfully requests that the Commission expeditiously grant this Application for the authority to provide all types of facilities-based and resold local exchange, exchange access and interexchange telecommunications services, and grant Applicant's request for alternative and flexible regulation and the waivers described herein.

Respectfully submitted,

By: /S/ Bob Coble
Bob Coble, Esq.
Member
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, SC 29202

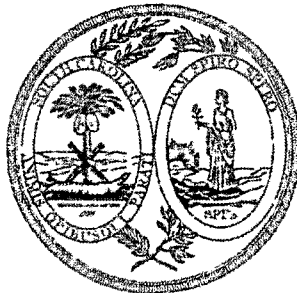
Tel. 803.253.8211

Counsel for Applicant

LIST OF EXHIBITS

Exhibit A – Certificate of Formation/ Certificate of Authority

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

City Communications Inc, a corporation duly organized under the laws of the state of Georgia and issued a certificate of authority to transact business in South Carolina on July 26th, 2018, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to S.C. Code Ann. §33-15-310, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 12th day
of October, 2018.


Mark Hammond, Secretary of State

Exhibit B- CONFIDENTIAL Financial Statements (Filed UNDER SEAL)

Balance Sheet CY 2017 through 3rdQ 2018 - CONFIDENTIAL

City Communication LLC

Beginning
FY 2017

Projected
Q3 2018

Assets				
<u>Current Assets</u>				
Cash in bank				
Accounts receivable				
Cash in Hand Operating				
Prepaid expenses				
Other current assets				
Total Current Assets				
<u>Fixed Assets</u>				
Equipment, Fixtures Fittings				
Furniture & fixtures				
Leasehold improvements				
Land & buildings				
Other fixed assets				
(LESS accumulated depreciation on all fixed assets)				
Total Fixed Assets (net of depreciation)				
Goodwill				
Total Other Assets				
TOTAL Assets				
Liabilities and Equity				

<u>Current Liabilities</u>				
Accounts payable				
Interest payable				
Taxes payable				
Other current liabilities				
Total Current Liabilities				
Total Liabilities				
<u>Owners' Equity</u>				
Invested capital				
Profit and Loss				
Retained earnings - beginning				
Retained earnings - current				
Total Owners' Equity				
Total Liabilities & Equity				

Income Statement - Confidential

City Communication LLC

FY 2017

Financial Statements in U.S. Dollars

Revenue		FY 2017	Q3 2018
	Gross Sales		
	Less: Sales Returns and Allowances		
	Net Sales		
Cost of Goods Sold			
	Beginning Inventory		
	Less: Ending Inventory		
	Cost of Goods Sold		
	Gross Profit (Loss)		
Expenses			
	Office Expense		
	Unavo Setup		
	321 agreement charges		
	Other Petty expenses		
	Supplies		
	Telephone		
	Travel		
	Utilities		
	Licence Fee State OF GA		
	Total Expenses		
	Net Operating Income		
Other Income			
	Gain (Loss) on Sale of Assets		
	Interest Income		
	Total Other Income		
	Net Income (Loss)		

Exhibit C-Technical and Managerial Overview

Fareez Mobeen, Founder and President

Fareez Mobeen began working in Telecommunications in 2005 for T-Mobile as Director of Sales and Marketing. He managed and expanded the business by preparing and delivering sales presentations, developing and implementing the company's annual and quarterly revenue goals and forecasting future needs. Mr. Mobeen managed sales and products by developing strategic marketing techniques designed to increase sales volume on a monthly basis. He also assisted various departments within T-Mobile to increase volume of sales, thereby achieving monthly targets. During his tenure with T-Mobile, Mr. Mobeen produced and exceeded targeted amounts by as much as 197%.

In May of 2014, Mr. Mobeen founded and became President of City Communications, Inc. ("CCI") His vision for CCI included consulting with potential clients to advise on best practices and least cost solutions for telecommunications and software development. CCI also provides professional services to companies to include content and product support strategies, vertical market development, business partnership deal structures and customer acquisition. CCI provides services such as calling card, GPS tracking devices for cars and trucks. Mr. Mobeen personally designed and executed advertising, direct mail and telemarketing campaigns for CCI in addition to many tasks related to initial start up of a telecommunications company. CCI currently provides telecommunications services in California, Indiana, Kentucky, Michigan, Ohio, Oregon, and Wisconsin.

Prior to working in telecommunications, Mr. Mobeen spent ten years, 1992 to 2002, as Manager Administrator for Pakistan Services Limited. His duties were to manage budgets, prepare expense reports, purchase all hardware and software to meet the need of dynamic office environments. Mr. Mobeen oversaw the company's office operations; directing a high performing staff of administrative professionals. He was responsible for accurately managing job-site financials, accounts receivable and payable, purchasing, weekly budgeting and creating gross margin reports.

Mr. Mobeen has earned his Master's in Business Administration at the Al Khair University located in Rawalpindi, Pakistan in 1994.

Tiffany DeBeneditto, Manager of Operations

Tiffany DeBeneditto serves as Manager of Operations for CCI. She began working in telecommunications with CCI in May of 2014. Ms. DeBeneditto has developed processes enabling the processing of online orders. Her daily duties include ensuring orders are processed, shipments are prepared, and inventories are accurate. Ms. DeBeneditto also works with prospective customers as sales person, with existing customers as customer service representative, ensuring continuity of the customer's experience. She builds and enhance relationships to grow CCI's reputation as a competitive telecommunications service's provider.

Exhibit D – Proposed Informational Tariff

City Communications, Inc.
Issued by: Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 1

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**RULES, REGULATIONS AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO CUSTOMERS
LOCAL EXCHANGE SERVICES
FURNISHED BY CITY COMMUNICATIONS, INC.
WITHIN THE STATE OF SOUTH CAROLINA**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of local exchange services provided by City Communications, Inc. within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 300 Village Center Dr., Suite 103, Woodstock, GA 30188.

City Communications, Inc.
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City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 2

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CHECK SHEET

Pages in this Tariff are effective as of the date shown.

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
1	Original	35	Original
2	Original	36	Original
3	Original	37	Original
4	Original	38	Original
5	Original	39	Original
6	Original	40	Original
7	Original	41	Original
8	Original	42	Original
9	Original	43	Original
10	Original	44	Original
11	Original	45	Original
12	Original	46	Original
13	Original	47	Original
14	Original	48	Original
15	Original	49	Original
16	Original	50	Original
17	Original	51	Original
18	Original	52	Original
19	Original	53	Original
20	Original	54	Original
21	Original	55	Original
22	Original	56	Original
23	Original		
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26	Original		
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29	Original		
30	Original		
31	Original		
32	Original		
33	Original		
34	Original		

City Communications, Inc.
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City Communications, Inc.
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Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 3

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TABLE OF CONTENTS

	<u>Page No.</u>
TITLE PAGE	1
CHECK SHEET	2
TABLE OF CONTENTS	3
USE OF TARIFF	4
EXPLANATION OF SYMBOLS	5
APPLICATION OF TARIFF	6
SECTION 1: DEFINITIONS	7
SECTION 2: REGULATIONS	11
SECTION 3: SERVICE AREAS	46
SECTION 4: DESCRIPTION OF SERVICES	47
SECTION 5: APPLICATION OF RATES	58
SECTION 6: RATES AND CHARGES	60

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USE OF TARIFF

Tariff Format

General – This Tariff contains the regulations and rates applicable to Access Services.

Tariff Structure – This Tariff is structured in a manner which separates regulations from rates. The regulations applicable to the Services offered in this Tariff are placed in sections in the forward part of the tariff, while the rates for those offerings are placed in a single rate section in the rear of the tariff. References are provided in the Service sections of the tariff to assist the tariff user in the location of rates. Similarly, the rate section contains a list of Services with applicable rate section numbers. To locate the section for a particular Service, refer to the Table of Contents.

Abbreviations and Definitions – In the front of this Tariff is a list of the abbreviations used in the tariff. In addition, Section 1 of this Tariff contains Definitions, which defines certain technical terms and terms which have a specific meaning within the context of this Tariff.

Sheet Numbering – Sheet numbers appear in the upper-right corner of the page. Sheets are numbered sequentially. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 6 and 7 would be 6.1.

Sheet Original Numbers – Original numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the FCC. For example, the 4th revised page 4 cancels the 3rd revised page 4. Because of deferrals, notice periods, etc., the most current page revision number on file is not always the tariff page in effect.

Section Numbering Sequence – The following is an example of the alpha-numeric coding used in this Tariff. Each level is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1.

References to Other Tariffs – Whenever reference is made to other tariffs, the reference is to the tariffs in force as of the effective date of the reference, and to amendments thereto and successive issues thereof.

City Communications, Inc.
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South Carolina PSC Tariff No. 1
Original Page 5

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EXPLANATION OF SYMBOLS

Explanation of Symbols – revisions to this Tariff are coded through the use of symbols. These symbols appear in the right margin of the page. The symbols and their meanings are:

- | | |
|-----|-----------------------------------------------------------------|
| (R) | To signify reduction |
| (I) | To signify increase |
| (C) | To signify changed regulation |
| (T) | To signify a change in text but no change in rate or regulation |
| (S) | To signify reissued matter |
| (M) | To signify matter relocated without change |
| (N) | To signify new rate or regulation |
| (D) | To signify discontinued rate or regulation |
| (Z) | To signify a correction |

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South Carolina PSC Tariff No. 1
Original Page 6

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APPLICATION OF TARIFF

This tariff sets forth the competitive service offerings, rates, terms and conditions applicable to the furnishing of local exchange services provided by City Communications, Inc. City Communications, Inc., to customers within the State of South Carolina. The provision of local exchange services is subject to regulations, terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding issues as required by law and Company policies. The Company will offer service under the following name: City Communications, Inc. All names are service marks of the Company.

City Communications, Inc. City Communications, Inc. is duly authorized to transact business in South Carolina, with its principal place of business located at:

City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

City Communications, Inc.
Issued by: Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 7

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SECTION 1: DEFINITIONS

Access Line: A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Application for Service: The Company order process that includes technical, billing and other descriptive information provided by the customer that allows Company to provide requested communications services for the customer and customer's authorized users. Upon acceptance by Company, the application for service becomes a binding contract between the customer and Company for the provision and acceptance of services.

Automatic Location Identification (ALI): An E911 feature that provides the name or address or both associated with the calling party's telephone number (identified by ANI) to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off-premise extensions, etc.) are identified with the address of the telephone number at the main location.

Automatic Number Identification (ANI): Provides for the telephone number of the calling party to be forwarded to the PSAP 911 Trunks - trunks between a serving central office and a PSAP or between two central offices, except where one of the central offices is a remote unit. In instances where one of the central offices is a remote unit, nonrecurring charges and monthly recurring charges do not apply to that segment of the 911 trunk.

Business Hours: the time beginning at 8:00 a.m. and ending at 5:00 p.m. local time at the place of Company operation, Monday through Friday excluding holidays.

Commission: South Carolina Public Service Commission

Company: City Communications, Inc. City Communications, Inc., the issuer of this Tariff.

Contract: Contract and service order between the Customer and the Company under which the Company will provide services to the Customer and will define the services the Customer has selected to be provided either as a bundle, including local exchange service with enhanced services, long distance services and unregulated services, or individual service.

Customer or subscriber: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer premises equipment (CPE): Telephone terminal equipment located at a Customer's premises.

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SECTION 1: DEFINITIONS

Customer proprietary network information (CPNI): Any information compiled about a Customer by the Company in the normal course of providing telephone service that identifies the Customer by matching such information with the Customer's name, address, or billing telephone number. This information includes, but is not limited to: line type(s), technical characteristics (e.g., rotary service), class of service, current telephone charges, long distance billing record, local service billing record, directory assistance charges, usage data, and calling patterns.

Demarcation point: Point of connection at the Customer's premises where premises services are connected with the telecommunications network. The demarcation point separates the Customer's local exchange service from inside wire and terminal equipment.

Deposit: Refers to a cash or equivalent of cash security held as a guarantee for payment of the Customer's charges, excluding basic local exchange service.

Emergency Service Number (ESN): An ESN is a Selective Routing (SR) code assigned to each telephone number in an exchange where SR is provided to route E911 calls to an appropriate PSAP. The ESN defines the set of emergency services (e.g., police, fire, PSAP and medical) within a particular serving area. An ESN is associated with a primary PSAP and possibly one or more secondary PSAPs.

Exchange: The geographic territory delineated as an exchange by official Commission boundary maps. An exchange usually embraces a city or town and its environs. There is usually a uniform set of charges for telecommunications service within the exchange. An exchange may be served by more than one central office and/or one certificated telephone utility.

FCC: Federal Communications Commission.

Fiber optic cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Grandfathered: Services ordered under the provisions of this tariff but are no longer available to new customers.

Holiday – 8:00 a.m. to, but not including 11:00 p.m. local time at the originating city on all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

City Communications, Inc.
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City Communications, Inc.
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Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 9

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SECTION 1: DEFINITIONS

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local calling scope: The area within which local exchange service is furnished to the Customer under a specific schedule of rates; may include more than one exchange area.

Local Exchange Service: This telephone service provides the Customer the ability to make toll free calls within the local calling scope identified in this Tariff and includes dial tone, primary directory listing, access to operator service, access to directory assistance, access to 911 service, and the ability to report service problems seven days a week.

NXX: The designation for the first three digits of a local telephone number where N represents 2-9 and X represents 0-9.

NPA: An Area Code, otherwise called Numbering Plan Area.

Non-recurring charge: A charge assessed on a one-time basis or "per occasion" basis.

Primary Interexchange Carrier (PIC): The interexchange carrier to which a switched access line is presubscribed.

Premises: The space designated by a Customer as its place or places of business for termination of service.

Public Safety Answering Point (PSAP): A communications facility operated or answered on a 24-hour basis, assigned responsibility by a public agency or county to receive 911 calls and, as appropriate, to directly dispatch emergency response services, or to transfer or relay emergency 911 calls to other public safety agencies. It is the first point of reception by a public safety agency of a 911 call, and serves the jurisdictions in which it is located and other participating jurisdictions, if any.

PSAP Data Base Establishment and Update Service: Provides the PSAP with the initial list, as well as periodic updates of Customer names, telephone numbers and addresses for ALI.

Recurring charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

City Communications, Inc.
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South Carolina PSC Tariff No. 1
Original Page 10

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Effective:

SECTION 1: DEFINITIONS

Service Area: Geographic market as listed in this Tariff.

Service commencement date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Contract or this Tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Serving central office: Central office from which a PSAP, either primary or secondary, is served.

Telecommunications Service: The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service, regardless of the facilities used. Telecommunications Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations served by the public switched telecommunications network. It also provides service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange.

Telephone company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Toll blocking: Restricts the completion of outgoing long distance calls.

User or End User: A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

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Effective:

SECTION 2: REGULATIONS

2.1 Terms and Conditions

- 2.1.1 Service is provided on a month-to-month basis. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.2 Service will be provided on a month-to-month basis at the then current rates unless terminated by either party pursuant to Commission rules. Customer's failure to make payment for charges for local exchange service incurred under this Tariff and/or applicable contract will result in disconnection of service. The rights and obligations which by their nature extend beyond the termination of the term of the Contract will survive such termination.
- 2.1.3 Any changes in rates, rules, regulations or Customer's rights lawfully made effective by the Company will, to that extent, act as a modification of all Contracts. Customers will be entitled to advance notice of "material changes" in terms and conditions of service pursuant to Commission regulations.
- 2.1.4 The terms and conditions of all Contracts are subject to the regulations in this Tariff for the particular exchange for which service is to be furnished.
- 2.1.5 Service may be terminated by the Company upon notice to the Customer as provided for in this Tariff.
- 2.1.6 Consistent with notice provisions in this Tariff, upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.1.7 This Tariff will be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.
- 2.1.8 No other local exchange service provider may interfere with the right of any person or entity to obtain service directly from the Company. No person or entity will be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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Effective:

SECTION 2: REGULATIONS

2.1 Terms and Conditions (Cont'd.)

- 2.1.9 The regulations specified herein are in addition to the regulations contained in other sections of this Tariff and in any applicable Contract for services.
- 2.1.10 The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law.
- 2.1.11 Abandonment of equipment or service by a Customer is regarded by the Company as a voluntary termination of service.
- 2.1.12 In any action between the parties to enforce any provision of this Tariff, the prevailing party will be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- 2.1.13 The Company will use reasonable efforts to make services available to a Customer on or before a particular date, subject to compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

2.2 Availability of Facilities

- 2.2.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.2.2. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary rights and facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2: REGULATIONS

2.3 Limitations on Liability

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, will be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service, as set forth in this Tariff, the Company will not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company will be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- A. any error, act, or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; (c) common carriers or warehousemen, except as contracted by the Company; (d) operator service providers; (e) directory assistance providers; and (f) publishers of directory listings;

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SECTION 2: REGULATIONS

2.3 Limitations on Liability (Cont'd)

2.3.4 (Cont'd.)

- B. any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. any unlawful or unauthorized use of the Company's facilities and services;
- D. libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
- E. breach in the privacy or security of communications transmitted over the Company's facilities;
- F. changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection.
- G. defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

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SECTION 2: REGULATIONS

2.3 Limitations on Liability (Cont'd)

2.3.4 (Cont'd.)

- H. injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- I. any non-completion of calls due to network busy conditions;
- J. any calls not actually attempted to be completed during any period that service is unavailable; and
- K. any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

2.3.5 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.3.6 The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2.3.7 Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

Issued:

Effective:

SECTION 2: REGULATIONS

2.4 Obligations of the Customer

The Customer will be responsible for:

- 2.4.1 the payment of all applicable charges pursuant to this Tariff;
- 2.4.2 providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer;
- 2.4.3 obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide the services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, will be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- 2.4.4 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents will be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer will be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

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SECTION 2: REGULATIONS

2.4 Obligations of the Customer (Cont'd.)

- 2.4.5 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- 2.4.6 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 2.4.7 making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.5 Liability of the Customer

- 2.5.1 The Customer will be liable for damages to the facilities of the Company and for all incidental and actual damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.5.2 To the extent caused by any negligent or intentional act of the Customer as described in this Section, the Customer will indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

Issued:

Effective:

SECTION 2: REGULATIONS

2.5 Liability of the Customer (Cont'd.)

- 2.5.3 The Customer will not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff, including but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

2.6 Applications for Service

- 2.6.1 Customers will be required to submit applications for service and/or enter into written Contracts which will contain or reference a specific description of the service ordered, the rates to be charged, and terms and conditions in this Tariff. The Customer may also be required to execute any other documents as may be reasonably requested by the Company.
- 2.6.2 Applications for service in a particular Service Area will be completed in accordance with the chronological order of their receipt depending upon the availability of facilities.
- 2.6.3 The Company will require an applicant for local exchange service to establish and maintain satisfactory credit as a condition of providing service. The creditworthiness of a former spouse established during the last 12 months of shared service will be equally applied to both spouses for 12 months immediately following divorce as required by Commission regulations.

Issued:

Effective:

SECTION 2: REGULATIONS

2.7 Deposits

The Company will not request a deposit from residential or business Customers subscribing to basic local exchange service. The Company may request a deposit for all other services provided by the Company when serving a Customer with low creditworthiness or bad payment history. The deposit will be based on two months estimated usage of the subscribed service.

2.8 Advance Payments

When making application for service, the Customer may be required to make an advance payment of recurring and non-recurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by the Company for the safeguarding of its interests. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application. Service may be denied or discontinued for failure to furnish advance payment.

2.9 Presubscribed Interexchange Carrier (PIC) Freeze

A PIC freeze prevents a change in a Customer's interexchange carrier selection unless the Customer gives consent to the Company. A freeze protects the Customer against "slamming" (switching your telephone company without your permission). Customers are allowed to impose or lift a PIC freeze of either their local toll (intraLATA) or long distance (interLATA) carrier, or both, by providing written authorization to the Company. There is no charge for imposing or lifting a PIC freeze.

2.10 Billing

2.10.1 The Customer is responsible for payment of all charges for services furnished by the Company that appear on the Customer's monthly bill.

Issued:

Effective:

SECTION 2: REGULATIONS

2.10 Billing (Cont'd.)

- 2.10.2 Unless noted otherwise in this Tariff, bills for local exchange service will normally be rendered monthly; will show the period of time covered by the billings, the bill due date, and will show a clear listing of all charges due and payable in accordance with Commission rules. Recurring charges will be billed monthly, in advance of the month in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due by the close of business on the payment due date printed on the Customer's bill. If the due date shown on the bill falls on a holiday or weekend, the due date is extended to the next work day. In the event of suspension, restriction, or discontinuance of service, the Customer will be required to pay all outstanding amounts due before service is restored.
- 2.10.3 When a Customer contacts the Company and indicates inability to pay a bill or need of assistance with payment, the Company will provide information regarding alternative payment options and payment assistance programs available to the Customer.
- 2.10.4 The Customer's payments will be allocated first to basic local exchange service charges.
- 2.10.5 If any portion of the Customer's payment is received by the Company after the payment due date or if received in funds which are not immediately available, a late payment administrative fee will be due to the Company. The Company will charge a one-time administrative fee of \$5.00 on delinquent bills. Late payment administrative fees do not apply to the disputed portion of unpaid balances, if resolved in favor of the Customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment fee as of the original due date noted on the Customer's bill.
- 2.10.6 The Company will not assess a fee, penalty, interest, or other charge for delinquent payment of a bill for local exchange service provided to the state, including any agency in any branch of state government.

Issued:

Effective:

SECTION 2: REGULATIONS

2.10 Billing (Cont'd.)

- 2.10.7 If charges for local exchange service are found to be higher than the rates in the Company's Tariff, Contract, schedule, list, terms and conditions of service, or customer-specific contract, a billing adjustment will be made by the Company. If the Customer is due a refund, an adjustment will be made for the entire period of overcharge. If the adjustment is made within three billing cycles of the initial bill in error, interest will not be paid on the overcharge.
- 2.10.8 If charges for local exchange service are found to be lower than authorized by the Company's Tariff, Contract, schedule, list, terms and conditions of service, or customer-specific contract, or if the Company failed to bill for services, the Customer may be back billed for the amount that was under billed for no more than six months from the date the initial error was discovered, unless under billing is a result of theft of service by the Customer. If the under billing is \$50 or more, the Company will offer Customer a payment plan option for the length of time as that of the under billing, unless the under billing is due to theft of service by the Customer. Interest on under billed amounts will not be charged unless the under billed amounts are due to theft of service by the Customer.
- 2.10.9 Service may be discontinued if the Customer fails to pay charges arising from an under billing.
- 2.10.10 In the event of a billing dispute between the Customer and the Company regarding any bill for local exchange service, the Company will forthwith investigate the complaint and report the results to the Customer. Any amount determined by the Company to be correctly charged will become immediately due and owing and subject to a late payment fee as specified in this Tariff. If the disputed amount is resolved in favor of the Customer, the Customer's account will be credited the disputed amount and no late payment fees will apply. In the event the dispute is not resolved, the Company will inform the Customer of the complaint procedures of the Commission.

Issued:

Effective:

SECTION 2: REGULATIONS

2.11 Returned Check Charge

In addition to any late payment fees specified in this Tariff, the Customer will be assessed a charge of \$30.00 for each check, bank draft, or electronic funds transfer submitted by the Customer which a financial institution refuses to honor.

2.12 Collection Fees

In the event the Company incurs fees or expenses, including attorney's fees due to the collection of amounts owing by the Customer to the Company, the Customer may be liable to the Company for the payment of all such fees and expenses which are reasonably incurred.

2.13 Taxes, Fees and Surcharges

2.13.1 General

Customers are responsible for the payment of line items on their bills associated with regulatory and non-regulatory assessments and surcharges, franchise fees, privilege and license fees, and local, state and federal taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other Company property units, imposed upon the Company by governmental jurisdictions, all of which will be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

2.13.2 Federal Subscriber Line Charge

A charge that the Federal Communications Commission (FCC) allows a certificated telecommunication utility (CTU) to impose on its customers to recover costs associated with interstate access to the local telecommunications networks. The FCC does not require a CTU company to impose this charge and the CTU does not remit the charge to the federal government. The charge may be used by the CTU to pay for a part of the cost of lines, wires, poles, conduit, equipment and facilities that provide interstate access to the local telecommunications network.

Issued:

Effective:

SECTION 2: REGULATIONS

2.13 Taxes, Fees and Surcharges (Cont'd.)

2.13.3 Local Number Portability Fee

Customers who switch their local exchange service from another telecommunications carrier to the Company or from the Company to another telecommunications carrier may retain use of existing assigned telephone numbers, provided that the Customer retains the same serving wire center, rate center or rate district, whichever is smaller within the given state boundary. The FCC considers the ability of Customers to "port" their telephone numbers when they exercise choice in local service provider an important factor in promoting competition. The telecommunications industry has incurred considerable expense in technology to make number porting possible. The monthly number portability fee allows local exchange companies to recover those expenses and it is part of the Company's cost of providing local exchange service.

2.13.4 Federal Universal Service Fund (FUSF) Fee

FUSF is a federal fee for a fund that helps bring affordable basic phone service to all Americans, including schools, libraries and rural health care providers. All telecommunication companies, including long distance, local, wireless and pay phone providers, add this charge to cover their required support for the fund. The fee is set by the FCC.

2.13.5 9-1-1 Emergency Service Fee

This fee funds the provision of 9-1-1 emergency telecommunications services, and also may be appropriated to fund emergency medical services and trauma care.

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South Carolina PSC Tariff No. 1
Original Page 24

Issued:

Effective:

SECTION 2: REGULATIONS

2.13 Taxes, Fees and Surcharges (Cont'd.)

2.13.6 Federal Excise Tax

The federal excise tax was originally initiated as a luxury tax to pay for the Spanish-American War in 1898 and pursuant to federal law is levied on the provision of telecommunications service. Today all proceeds from the tax go directly to the U.S. General Revenue Fund. The Company collects the federal excise tax on a monthly basis and passes the proceeds to the federal government. Eligible tax exempt entities are not assessed the federal excise tax by the Company.

2.13.7 State Sales Tax and Local Sales and Use Tax

Pursuant to state law, state and local taxes are levied on tangible personal property and taxable services, including amusement services, cable television services, personal services, repair and remodeling services, aircraft services, telecommunications services, real property services, and data processing services. These taxes are considered a part of the total sales price of the telecommunications services provided by the Company. State sales taxes and local sales and use taxes are collected by the Company on a monthly basis and the proceeds are passed on to the appropriate state or local governmental entity. The Company will not assess state and local taxes on eligible tax exempt entities.

Issued:

Effective:

SECTION 2: REGULATIONS

2.14 Cancellation, Discontinuance, Refusal, Termination and Changes

2.14.1 Cancellation of Service by Customer

If a Customer cancels service for any reason other than service interruption, the Customer agrees, binds, and obligates itself to pay the unpaid balance of charges owed to the Company. Such charges will become due and owing as of the effective date of the cancellation.

2.14.2 Refusal of Service by Company

A. The Company may decline to serve an applicant until such applicant has complied with all federal, state and municipal regulations, and regulations of the Company on file with the Commission governing the service applied for, or for the following reasons:

1. if the applicant's facilities or equipment are inadequate or known to be hazardous or dangerous to Company's employees or agents, or of such character that satisfactory service cannot be given.
2. for refusal of the applicant to furnish information or the provision of false information to the Company regarding the applicant's creditworthiness, past or current use of communications services or its planned use of the service(s).
3. for applicant's refusal to provide security or advance payment as provided in this Tariff.
4. in the event of Customer requesting reinstatement of service, if the Customer's service has been discontinued for nonpayment of bills for any telecommunications service provided by the Company, except that basic local exchange service will only be refused for nonpayment of basic local exchange service charges due, or for long distance charges incurred following implementation of Company-initiated toll blocking and still outstanding, or for other reasons stated in this Tariff. The Customer will otherwise be required to pay all bills due the Company for telecommunications service or make other arrangements satisfactory to the Company to re-establish credit before service is restored.
5. or any other reason that does not violate any applicable federal, state or municipal statutes, rules, or regulations.

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SECTION 2: REGULATIONS

2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)

2.14.2 Refusal of Service by Company (Cont'd.)

- B. If the Company refuses service to the applicant, it will inform the applicant of its determination to refuse service and the reason(s) for refusal, that the applicant will be eligible for service if the reason(s) for refusal are remedied, that the applicant may request a supervisory review, and that applicant may file a complaint with the Commission. The information in this paragraph will be sent to the applicant in writing within five work days, if required by the federal Equal Credit Opportunity Act, 15 U.S.C. §§ 1691 et seq., or if it is requested by the applicant.

2.14.3 Discontinuance of Service by Company

- A. The Company may discontinue service(s) provided in this Tariff, or usage and service restrictions may be imposed, without incurring any liability, for any reason with 10 days' written notice, including but not limited to, the following reasons:
1. upon nonpayment of any amounts owing to the Company for which the Customer subscribes or had subscribed, except that residential basic local exchange service will only be suspended or disconnected for failure to pay basic local exchange service charges due. The Company may disconnect basic local exchange service if a Customer continues to incur long distance charges following the implementation of Company-initiated toll blocking on Customer's account due to nonpayment. If toll blocking is initiated, notice of toll blocking will be provided to the Customer within 24 hours of its initiation by the Company for the nonpayment of long distance charges.
 2. violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment or unauthorized attachments.

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SECTION 2: REGULATIONS

2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)

2.14.3 Discontinuance of Service by Company (Cont'd.)

A. (Cont'd.)

3. use of the services provided under this Tariff for an unlawful purpose or in an abusive manner, including calls, anonymous or otherwise, made in a manner reasonably expected to frighten, abuse, torment or harass another. The Company will, upon receiving judicial notice from a law enforcement agency, acting within its jurisdiction, terminate service to any subscriber or Customer identified as having utilized service provided under this Tariff in the completion of abusive or unlawful telephone calls. Service will be terminated as provided for in this Tariff.
4. upon failure to comply with a request made by the Company for a security for payment for service(s) or advance payments.
5. use of the Company's service in any manner that impedes the Company's ability to continue to provide service.
6. upon violation of any of the other material terms or conditions of this Tariff.

B. Service may be disconnected without notice for the following reasons:

1. if the Customer connects or reconnects basic local exchange service without the Company's authority, or uses or attempts to use the Company's service with the intent to avoid the payment, either in whole or in part, of the tarified charges for the service.
2. where there is tampering with the Company's equipment, evidence of fraud, or other acts to defraud the Company.

Issued:

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SECTION 2: REGULATIONS

2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)

2.14.3 Discontinuance of Service by Company (Cont'd.)

- C. A suspension or disconnection notice by the Company to the Customer will be a separate mailing or hand delivery in both English and Spanish with a stated date of disconnection that is not less than 10 days after the notice is issued and will indicate the entire amount owed to maintain basic local service.
- D. Upon condemnation of any material portion of the facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable, the Company, by notice to the Customer, may discontinue or suspend service.

2.14.4 Restoration of Service

If a Customer's service is restored after having been suspended and/or disconnected in accordance with this Tariff but a Company service order to terminate such service has not been completed when such service is restored, the Customer may be required to pay a reconnection charge.

When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

Local exchange service initiated after the discontinuance for non-payment will be subject to the standard non-recurring charges for new service as defined in this Tariff. Service that has been re-established may require the assignment of a new telephone number.

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South Carolina PSC Tariff No. 1
Original Page 29

Issued:

Effective:

SECTION 2: REGULATIONS

2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)

2.14.4 Restoration of Service (Cont'd.)

If any Company service has been suspended, restricted, or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of restriction or suspension and which may include a service reconnect fee. Basic local exchange service will be re-established upon receipt of all charges due for basic local exchange service, any charges due for long distance service incurred following institution of Company-initiated toll blocking due to the nonpayment of long distance charges, and charges for services and facilities during the period of restriction or suspension which may include a service reconnect fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoration of service will be effected upon bank clearance of the check.

If service is established and it is subsequently determined that the Customer is indebted to the Company for service previously furnished, the Company may restrict, suspend or terminate such service until satisfactory arrangements have been made for the payment of prior indebtedness. Residential basic local exchange service will only be suspended or disconnected for indebtedness for charges for basic local exchange service or for having incurred long distance charges following implementation of Company-initiated toll blocking due to nonpayment of long distance charges.

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Effective:

SECTION 2: REGULATIONS

2.14 Cancellation, Discontinuance, Refusal, Termination and Changes (Cont'd.)

2.14.5 Assignment or Transfer of Service

- A. A Customer may, upon written request and written approval by the Company, transfer its Contract to another party at the same location when there is no reason to question the responsibility of the other party, and when the new party willingly assumes all the obligations of the former Customer and pays any additional charges that are applicable. Such contract is terminable under the same conditions as was the original Contract.
- B. The telephone number of a local exchange service affected by a transferred Contract covering a change of party, will be changed in all cases, unless it is clearly shown that the new party is, in fact, the successor of and is entitled to receive, and will properly care for the incoming messages from the telephone number. In order to retain the telephone number, the new Customer must assume any outstanding indebtedness under the transferred Contract.

2.14.6 Changes in Service

- A. If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations or otherwise materially modifies any provision of the application for service, the Customer's installation fee will be adjusted accordingly.

2.15 Application of Business or Residential Rates

2.15.1 Business rates apply as follows:

- A. in offices, stores, shops, factories and all other places of a strictly business nature;
- B. in boarding houses, offices or hotels, halls, and offices of apartment buildings; quarters occupied by clubs; public, private or parochial schools or colleges, hospitals, libraries, and other similar institutions where the principal usage indicated is for administrative purposes; in churches except when the telephone is located in the pastor's study and not accessible for public use;

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300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 31

Issued:

Effective:

SECTION 2: REGULATIONS

2.15 Application of Business or Residential Rates (Cont'd.)

2.15.1 Business rates apply as follows (Cont'd.):

- C. at residential locations when the Customer has no regular business telephone, and the use of the service either by the Customer, members of the Customer's household, their guests, or persons calling any of them is of a business nature. Any advertising (such as business cards, newspaper advertisements, handbills, billboards, circulars, radio or television commercials, signs on vehicles, or any other advertising material) that contains a business name or describes a service for hire and also contains the telephone number will create a presumption that the telephone is being used for business purposes.
- D. when a Customer has a regular business telephone and uses the residence telephone for business purposes during intervals when in compliance with the law or established custom, business places are ordinarily closed, such usage will not subject the residence telephone to business rates;
- E. where the place of business and the residence of a Customer are on the same premises and no telephone is installed in the place of business, the business rate will be charged for the telephone installed in the residence. At residence locations, when an additional station or extension bell is located in a shop, office, or other place of business;
- F. in any location where such location and expected usage of the service indicates a business, trade, or profession or business use.

Issued:

Effective:

SECTION 2: REGULATIONS

2.15 Application of Business or Residential Rates (Cont'd.)

2.15.2 Residential rates apply as follows:

- A. in private residences where business listings are not provided;
- B. in private apartments of hotels, rooming houses, or boarding houses where service is confined to the use of the family unit, and which are not advertised as business telephones;
- C. in the place of residence of a clergyman, or the clergyman's study where the telephone is not accessible for public use;
- D. in quarters occupied by lodges, clubs and civic organizations where there is only an occasional use for the service, where the principle use is not for administrative purposes and the telephone is not available for use by the general public;
- E. in fire department dormitories or sleeping quarters where the telephone number is not published and the telephone is not available for use by the general public.

2.16 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort's basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Consistent with Commission rules, the Company will contact the applicant for service within 10 work days of receipt of the application and give the applicant an estimated completion date and an estimated cost for all charges to be incurred by the applicant, and an explanation of any construction cost options.

Issued:

Effective:

SECTION 2: REGULATIONS

2.17 Interruption of Service

2.17.1 It will be the obligation of the Customer to notify the Company immediately of any interruption in service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission by the Customer within its control or by wiring or equipment furnished by the Customer.

2.17.2 Temporary Interruption for Repairs

The Company will have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience.

2.17.3 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.17.4 Credit Allowance for Interruptions

A. Except as may otherwise be specified in this Tariff, interruptions of 24 hours or more, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited upon request to the Customer at the proportionate monthly charge involved for each 24 hours of interruption. Credit is not allowed for interruptions to service of less than 24 hours. No interruption allowance will be made for failures in facilities provided with or by other carriers except as may otherwise be provided in other sections of this Tariff.

Issued:

Effective:

SECTION 2: REGULATIONS

2.17 Interruption of Service (Cont'd.)

2.17.4 Credit Allowance for Interruptions (Cont'd.)

- B. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- C. No interruption allowance will apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, restricts, suspends or terminates service because of nonpayment of bills due the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Tariff. No allowance will be made for interruptions due to electric power failure, equipment, systems, connections or services not provided by the Company.

2.18 Notices and Communications

- 2.18.1 All notices or other communications required to be given pursuant to this Tariff will be in writing except that the Company may give 24 hours' non-written notice to Customers purchasing basic local exchange service prior to initiation of toll blocking for the nonpayment of long distance charges. Notices and other communications of either party, and all bills mailed by the Company, will be presumed to have been delivered to the other party on the third business day following placement with the U.S. Mail or private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.18.2 The Company and the Customer will advise the other party of any changes to the addresses designated for notices, other communications or billing.
- 2.18.3 The Company can be reached by mail at City Communications, Inc, 300 Village Center Dr., Suite 103, Woodstock, GA 30188 by phone at 1-866-601-2849.

City Communications, Inc.
Issued by: Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 35

Issued:

Effective:

SECTION 2: REGULATIONS

2.19 Customer Complaints

Upon complaint to the Company by a Customer either in person at its office, by letter, fax, email or telephone, the Company will promptly make a suitable investigation and advise the complainant of the results thereof within 21 days of receipt of the complaint. If the Customer is not satisfied with the initial response from the Company, the Customer may request supervisory review. The supervisor will respond within 10 days of receipt of the request for review. The Customer may receive the Company's response(s) in writing upon request. The Company will keep a record of all complaints as required by Commission regulations. If the Customer is dissatisfied with the supervisory review, it may file a complaint with the Commission under its informal complaint resolution process. Customer complaints may be filed with the Office of Regulatory Staff at:

State of South Carolina
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, S.C. 29201
Phone:
General Information: (803) 737-0800
Consumer Complaints and Inquiries:
(803) 737-5230 (Columbia, S.C.)
1-800-922-1531 (toll-free within South Carolina)

TTY (for the Hearing/Speech Impaired):
(803) 737-5175 (TTY in Columbia, S.C.)
1-800-334-2217 (TTY toll-free within South Carolina)

2.20 Transmitting Messages

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

Issued:

Effective:

SECTION 2: REGULATIONS

2.21 Interconnection of Customer Premises Equipment (CPE) and Facilities

- 2.21.1 All Customer-provided interconnections are subject to full compliance with all requirements of Part 68 of the FCC Rules and those contained in this Tariff.
- 2.21.2 All combinations of registered equipment and the associated non-registered terminal equipment (including but not limited to wiring) will be installed, operated and maintained so that the requirements of Part 68 of the FCC's Regulations are continually satisfied.
- 2.21.3 The Company may discontinue service or impose other remedies as provided for in Part 68 of the FCC's Regulations for failure to comply with these provisions.
- 2.21.4 All registered terminal equipment and systems, and premises cable and wire, whether Customer provided or Company provided, will be connected to the telecommunications network at a Demarcation Point, and typically through a network interface. This network interface (or Demarcation Point) will generally comprise a standard jack as specified in, or authorized by, the FCC's Registration Program.
- 2.21.5 The Demarcation point for single unit installations will be located on the Customer's side and within 12 inches of the protector or its equivalent. If there is no protector, it will be within 12 inches of the minimum point of entry to the premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarcation Point will be the most practical minimum point of entry.
- 2.21.6 The Customer will not connect registered equipment to a Company line if:
 - A. the ringer equivalence of such equipment in combination with the total ringer equivalence of other equipment connected to the same line exceeds the allowable maximum of five or as otherwise determined by the Company; or
 - B. the ringer type is not a ringer type designated by the Company as suitable for that particular line.

Issued:

Effective:

SECTION 2: REGULATIONS

2.21 Interconnection of Customer Premises Equipment (CPE) and Facilities (Cont'd.)

- 2.21.7 The Company will, at the Customer's request, provide information concerning interface parameters, including the number of ringers that may be connected to a particular telephone line.
- 2.21.8 The quantity of CPE on a line may be limited or a Customer may be forced to use ringer isolation devices to avoid interference with other parties on the line.
- 2.21.9 This Tariff does not provide for interconnection of Miscellaneous Common Carrier Systems. Interconnection of Miscellaneous Common Carrier Systems to the exchange and toll lines of the Company requires execution of a Miscellaneous Common Carrier Interconnection Agreement.
- 2.21.10 Customer-provided telephones, data and ancillary devices may be connected directly to telephone company lines (except coin telephone lines), without couplers if the devices are registered by the FCC or the devices are listed on the FCC Grandfathered List. Devices not registered or grandfathered by the FCC will be allowed connection to the network only through registered or grandfathered couplers.
- 2.21.11 The Customer will be responsible for the installation, operation and maintenance of any terminal equipment, communications systems or premises cable and wire on the Customer's side of the Demarcation Point. No combinations of terminal equipment, communications systems or premises cable and wire on the Customer's side of the Demarcation Point will require change or alteration of the equipment or services of the Company, cause electrical hazards to the Company personnel, or damage to Company equipment, communications systems or premises cable and wire, or Customer's calling or called party. Upon notice from the Company that terminal equipment, communications systems or premises cable and wire on the Customer's side of the Demarcation Point is causing such hazard, damage, malfunction or degradation of service, the Customer will make such changes as will be necessary to remove or prevent such hazard, damage, malfunction or degradation of service. In those instances, when Customer-provided instruments or ancillary equipment actually cause trouble which requires Company disconnection of service, the appropriate service charges from this Tariff will apply.

Issued:

Effective:

SECTION 2: REGULATIONS

2.21 Interconnection of Customer Premises Equipment (CPE) and Facilities (Cont'd.)

- 2.21.12 The Company will not be responsible for the installation, operation or maintenance of any terminal equipment, communications systems or premises cable and wire on the Customer side of the Demarcation Point. The responsibility of the Company will be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities.
- 2.21.13 In the event neutralizing transformers or other protective equipment is required at Customer's locations where excessive ground potential exists, the following conditions will apply:
- A. Charges will apply for all installations based on special assembly of facilities per location.
 - B. The Customer will purchase its own equipment to be interconnected with the Company lines.
- 2.21.14 The Customer will permit employees or agents of the Company to enter its premises at any reasonable hour for the purpose of installing, inspecting, maintaining, or repairing the Company's facilities or upon termination of the service, or removing such facilities.
- 2.21.15 If service is requested at locations which are or may be hazardous or dangerous to the Company's employees or agents, the Company may refuse to furnish such service. If such service is furnished by the Company, Customer will be required to indemnify and hold harmless and defend the Company from and against any claims, loss, liability, cost (including without limitation reasonable attorney's fees), expense or damage by reason of its furnishing of such service. This limitation of liability will be in addition to any other limitations contained elsewhere in this Tariff.
- 2.21.16 Unless specifically provided otherwise in this Tariff, when commercial power is used for the operation of Company facilities, the Customer will provide the necessary power wiring, power outlets, and commercial power. The Customer assumes all responsibility for the safe condition of the power wiring, power outlets, and commercial power.

Issued:

Effective:

SECTION 2: REGULATIONS

2.22 Customer Proprietary Network Information (CPNI)

The Company will comply with applicable state and federal regulatory requirements regarding Customer's approval of the use, disclosure, or permitted access to CPNI. The Customer may request that CPNI be reasonably restricted for this purpose, at no charge to the Customer, by notifying the Company.

2.23 Defacement of Premises

The Company will exercise due care in connection with all work done on Customer's premises. No liability will be attached to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole gross negligence of the Company. This limitation of liability will be in addition to any other limitations contained elsewhere in this Tariff.

2.24 Inspections

2.24.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.24.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within 10 days of receiving this notice, the Customer must take corrective action and notify the Company of the action taken. If the Customer fails to take the necessary corrective action, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

2.24.3 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

Issued:

Effective:

SECTION 2: REGULATIONS

2.25 Ownership of Facilities

Ownership of telephone system, including but not limited to wires, cables, telephone number or numbers, facilities and equipment furnished by the Company, and associated appurtenances will be in and will remain with the Company.

2.26 Secrecy of Communications

The Company will at all times safeguard any right of the Customer to privacy of its conversations, communications, or records, unless the Company is required to disclose such information by applicable law, rule, regulation or order of a court or governmental agency or entity.

2.27 Telephone Numbers

2.27.1 The Customer has no property right in the telephone number and the Company may change any number or central office name associated with such number in response to state and/or federal regulations, technological limitations or innovations, or competitive forces.

2.27.2 The billing name on the customer account is the Company's designated Customer and controls the account.

2.28 Tracing of Harassing Calls

The Customer must first contact the local law enforcement agency, such as the local police department, to report the incident and have a case number assigned. The Customer must provide the Company with the following information before the Company will proceed with a call search: (1) the law enforcement agency contacted, (2) name (and badge number if possible) and phone number of the assigned investigating officer, (3) assigned case number, (4) fax number where the call data information is to be sent. A record of the response will be preserved by the Company's legal department or Custodian of Records. The Company does not participate in any follow-up investigation except upon valid legal process.

City Communications, Inc.
Issued by: Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 41

Issued:

Effective:

SECTION 2: REGULATIONS

2.29 Work Interruptions

The charges specified in this Tariff do not contemplate work once begun being interrupted by the Customer. If the Customer interrupts work once begun, an additional charge, based on additional costs involved, applies.

2.30 Telecommunications Relay Service

Telecommunications Relay Service allows deaf Customers and those with speech or hearing disabilities to communicate using specialized devices and operator translations. Telecommunications Relay Service can be accessed at no charge by dialing 711.

2.31 Emergency Number Service (911 and E911)

2.31.1 Description

This Tariff provides for Emergency Number Service (911 Service) which is an arrangement of the Company's central office trunking facilities establishing links to the applicable 911 tandem/PSAP whereby any user who dials the number "911" will reach the emergency report center for the telephone number from which the number is dialed or will be routed to a designated default alternative if all lines to an emergency report center are busy. The telephone user who dials the 911 number will not be charged for the call. County and municipal governments are the agencies empowered to establish an emergency communication district or a 911 service district. Those local authorities, alone or in concert, may act on behalf of the public agencies located within the emergency communication district.

City Communications, Inc.
Issued by: Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 42

Issued:

Effective:

SECTION 2: REGULATIONS

2.31 Emergency Number Service (911 and E911) (Cont'd.)

2.31.1 Description (Cont'd.)

Two types of 911 service are offered by the Company, Basic 911 (911) and Enhanced 911 Service (E911).

- A. Basic 911 Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to the designated PSAP equipped to receive those calls.
- B. E-911 Services include ANI and/or ALI and selective routing, and/or any other combination of enhanced 9-1-1 features required by a regional planning commission or the 9-1-1 emergency communication district responsible for the geographic area involved.

During service outage, service suspension, or disruption, 911/E911 will not function in the event of a power failure that extends beyond exhaustion of the Company battery or other disruption in service, such as termination or suspension of Customer's account or service by Company for nonpayment or otherwise.

Issued:

Effective:

SECTION 2: REGULATIONS

2.31 Emergency Number Service (911 and E911) (Cont'd.)

2.31.1 Description (Cont'd.)

If Customer has call forwarding, do not disturb, or other features programmed and in use at the time Customer dials a 911 call and Customer's 911 call is interrupted, the emergency dispatcher may not be able to call Customer back at the phone from which Customer dialed the call. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify Customer's phone number in order to call back if the 911 call is not completed, dropped or disconnected, or if

Customer is unable to speak to tell the emergency dispatcher or operator the phone number and/or if the service is not operational for any reason.

The 911 calling party waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, address and name associated with the originating access line location are furnished to the PSAP.

2.31.2 Emergency Telephone Service Charge

The Company may assess Customers a fee, on a recurring basis, non-recurring basis, or both, to recover the costs incurred by the Company for providing 911 service, and may, where permitted, also assess and remit appropriate surcharges or other amounts payable to public or other agencies that provide 911 services. Because the Company's serving boundaries may not coincide with political subdivisions and 911 service district boundaries, the Company may assess standard fees and surcharges upon all service users served by a central office providing 911 service.

Issued:

Effective:

SECTION 2: REGULATIONS

2.31 Emergency Number Service (911 and E911) (Cont'd.)

2.31.3 Rules, Regulations and Terms and Conditions

The Company will not provide both 911 and E911 Service within a given central office. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the service users to have the ability to access the PSAP. The services provided pursuant to this Tariff do not include the monitoring of facilities to discover errors, defects and malfunctions in 911 or E911 services, facilities, or operations, nor does the Company undertake such responsibility. The Company will be responsible for making such operational tests as, in the judgment of the Company, are required to determine whether 911 and E911 calls are functioning properly for its use. The Company will promptly notify the proper 911 agencies in the event the system is not functioning properly.

The Company's liability to the Customer, to any party dialing 911 using the Customer's facilities or to any other party or persons, for any loss or damage arising from errors, interruptions, omissions, delays, defects, failures, or real functions of this service or any part thereof, whether caused by the negligence of the Company or otherwise, will not exceed the amount equivalent to the pro-rate charges for the service affected during the period of time that the service was fully or partially inoperative. These limited damages will be in addition to any outage credits. This limitation of liability will be in addition to any other limitations contained elsewhere in this Tariff.

The Customer agrees to release, indemnify, defend, and hold harmless the Company from any claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of the Customer's services for purposes of placing 911 or E911 calls, including (a) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; (b) all other Claims arising out of any act or omission of the Customer or any user of the Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone used by the party or parties accessing 911 Service hereunder. Customer agrees to defend Company against any such Claims.

City Communications, Inc.
Issued by: Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 45

Issued:

Effective:

SECTION 3: SERVICE AREAS

3.1 Service Areas, Rate Groups and Calling Scopes

Local exchange service is provided by the Company, subject to availability of facilities and equipment, to Customers in the Service Areas listed below. Charges for local exchange service provided by the Company are based on the Rate Group associated with the Customer's service area.

City Communications, Inc.'s local calling scope is the same as the Incumbent Local Exchange Carrier for the service area.

City Communications, Inc.
Issued by: Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 46

Issued:

Effective:

SECTION 4: DESCRIPTION OF SERVICES

All services offered in this Tariff are subject to connection and activation charges where the Customer requests new services or changes in existing services.

4.1 Basic Local Service

4.1.1. BASIC SERVICE PLAN - a combination of Custom Calling and CLASS services available as a package to residential customers only. This plan includes basic local service with the following vertical features:

- Call Block
- Call Waiting
- Cancel Call Waiting
- Call Forwarding
- Three Way Calling
- *69
- Touch Call
- Caller ID
- Caller Waiting Caller ID

4.1.2 Auto Draft Discount – The company offers each customer the ability to establish auto-draft from an established credit/debit card or bank account as a method of payment for monthly services. If the customer chooses auto-draft as the method of payment the customer is eligible for a monthly discount.

Issued:

Effective:

SECTION 4: DESCRIPTION OF SERVICES

4.2 Extended Area Service (EAS)

EAS expands Customers' local calling scopes by allowing them to call additional exchanges for a flat fee, rather than incur long-distance charges assessed on a per-minute basis. One-way outbound EAS is available for calls originating in certain Service Areas and terminating in the exchanges covered by the EAS Calling Scopes defined in Section 3 of this Tariff.

4.3 Enhanced Features

The following certain features may only be available with specified product offerings.

- Touch Call
- Call Block
- Call Waiting
- Anonymous Call Block
- Call Waiting ID
- Distinctive Ring
- Cancel Call Waiting
- Speed Dialing 8
- Caller ID
- Call Forwarding
- Three Way Calling
- Do Not Disturb
- *69
- Select Call Forwarding
- Busy Redial
- Priority Call

4.4 Toll Restrict

A Company provided, central office activated, service which prohibits anyone from originating a direct dialed (1+), or an operator assisted (0 or 0+), billed to the originating number, long distance call from a designated local exchange access line. Any such calls, when attempted, will be routed to a central office announcement provided by the Company which will inform the user that long distance calls are restricted from that line.

Issued:

Effective:

SECTION 4: DESCRIPTION OF SERVICES

4.5 900/976 Toll Restriction

All access to pay-per-call information services will be blocked for all Company Customers. The Customer will automatically receive 900/976 Call Restriction at no additional charge. The Customer may request that 900/976 toll restriction be removed at no charge. In such cases, the Customer must agree in writing to be responsible for all charges incurred for such 900/976 services.

4.6 Directory Assistance

Directory Assistance provides for identification of telephone numbers, via an operator or automated platform. Customers are provided with a maximum of two listings per each call to Directory Assistance. There is no charge for Directory Assistance to complete local calls at Customer's request. No charge applies for calls for Directory Assistance from Customers who have requested exemption for the Directory Assistance Charge because they are unable to use telephone directories due to physical or mental limitations. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. The Company shall treat information contained on the exemption records as confidential. The Customer shall notify the Company when the need for an exemption no longer exists.

4.7 Directory Listings

For each Customer of Company-provided local service, the Company will arrange for the listing of Customer's main billing telephone number in the directory(ies) published by the dominant local exchange carrier in the area at no additional charge. Charges will be incurred for non-published listings.

Issued:

Effective:

SECTION 4: DESCRIPTION OF SERVICES

4.8. Lifeline Program

- (A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service rates for qualifying residential subscribers. Basic terms and conditions are compliant with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996. Specific terms and conditions are as prescribed by the Public Service Commission of South Carolina and are set forth in this tariff.
- (B) Lifeline is supported by the federal universal service support mechanism.
- (C) The Company anticipates that federal baseline support of eight dollars and twenty-five cents (\$8.25) will be available for each Lifeline service, which will be passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit will be provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer in South Carolina is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

4.9 Regulations

- (A) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low-income assistance programs identified in Section E.2(ii)(a) following.
- (B) A Lifeline customer may subscribe to any local service offering available to other residential customers. Because the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- (C) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

Issued:

Effective:

SECTION 4: DESCRIPTION OF SERVICES

4.9 Regulations (Continued)

- (D) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.
- (E) The Federal Universal Service Charge will not be billed to Lifeline customers.
- (F) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls in accordance with Section N. Access to toll service may be denied for non-payment of regulated tolls. A Lifeline subscriber's request for reconnection of local service will not be denied if the service was previously denied for non-payment of toll charges.
- (G) At no time shall a customer's Lifeline rate go below zero.
- (H) Eligibility
 - (a) Per the requirements of 47 C.F.R. § 54.409, a customer is qualified to receive Lifeline service if their total household income is at or below 135% of the Federal Poverty Guidelines or if they participate in one or more of the following federal assistance programs:
 - 1. Medicaid.
 - 2. Food Stamps.
 - 3. Supplemental Security Income (SSI).
 - 4. Federal Public Housing Assistance (Section 8).
 - 5. Low Income Home Energy Assistance Program (LIHEAP).
 - 6. National School Lunch Program's free lunch program.
 - 7. Temporary Assistance to Needy Families (TANF).
 - (b) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

City Communications, Inc.
Issued by: Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 51

Issued:

Effective:

SECTION 4: DESCRIPTION OF SERVICES

4.9 Regulations (Continued)

(I) Certification

- (a) All subscribers applying for the Lifeline service offering and who qualify through participation in one or more of the approved needs-based programs, must complete and return to the Company a signed Self-Certification Application. Potential subscribers may print a blank Self-Certification Application off the Company's website. Consumers without internet access may request to have a copy of the form mailed to them by contacting a Customer Service Representative at toll free 866-601-2849. The Lifeline credit will not be established until proof of eligibility has been received by the Company.
- (b) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.
- (c) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

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SECTION 4: DESCRIPTION OF SERVICES

4.9 Regulations (Continued)

(J) General

- (a) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (b) Service Connection Charges in Section B are applicable for installing or changing Lifeline service.
- (c) The Service Connection Charges in Section B are not applicable when existing service is converted intact to Lifeline.
- (d) The total Lifeline credit consists of one federal credit plus one (1) Company credit
 - (a) Federal credit: Monthly Credit of \$10.00
 - (b) Company credit: Monthly Credit of \$3.50

4.10 Link Up America Service for Residents of Tribal Lands

4.10.1 Applicability

- A. Link Up America is a federally sponsored telephone assistance program designed to make telephone service accessible to low-income households on Tribal Lands not currently on the public switched access network.
- B. Assistance is provided by applying a discount to the applicable non-recurring charges for local service initiation. The discounted service connection charges will be provided for one (1) telephone line per household, at the customer's principal place of residence.
- C. Assistance is not provided in those instances involving, solely, a customer transfers from one carrier to another for local exchange service.
- D. Assistance is provided on subsequent occasions only for a principal place of residence with an address different from the residence address at which the Link Up America Service was provided previously.

City Communications, Inc.
Issued by: Faraz Mobeen, CEO
City Communications, Inc.
300 Village Center Dr., Suite 103
Woodstock, GA 30188

South Carolina PSC Tariff No. 1
Original Page 53

Issued:

Effective:

SECTION 4: DESCRIPTION OF SERVICES

4.10.2 Eligibility Requirements

- A. Link Up America Service will only be provided to applicants or customers residing on Tribal Lands who meet the following criteria:

The applicant or customer must reside on a reservation, as defined in Title 25 of Federal Regulations, Section 20.1, paragraph (v), and receive benefits from at least one of the following programs:

- a. Bureau of Indian Affairs general assistance
- b. Tribally administered Temporary Assistance for Needy Families (TANF)
- c. Head Start (must meet program's income qualifying standard)
- d. National School Lunch Program (must satisfy income standard for free lunch program)

- B. The eligibility requirements listed above will be certified to by the applicant or the applicable state agency. The Company assumes no responsibility for the certification of customers or applicant's eligibility.

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Effective:

SECTION 5: APPLICATION OF RATES

5.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in this Tariff.

5.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A) Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B) Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C) Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D) Calls originating in one-time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E) All times refer to local time.

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Effective:

SECTION 5: APPLICATION OF RATES

5.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

- A) Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Telcordia, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated Toll Free Service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.
- B) The airline distance between any two rate centers is determined as follows:
 - 1) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above-referenced Telcordia document.
 - 2) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
 - 3) Square each difference obtained in step (2) above.
 - 4) Add the square of the "V" difference and the square of the "H" difference obtained in step (3) above.
 - 5) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
 - 6) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

7) FORMULA =
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

Issued:

Effective:

SECTION 6: RATES AND CHARGES

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.

6.1 Local Service Rates

6.1.A. BASIC RESIDENTIAL SERVICE PLAN –

Enrollment/set up and first month of service –Nonrecurring charge \$TBD
Monthly Recurring Rate \$TBD

6.1.B BASIC BUSINESS SERVICE PLAN

Enrollment/set up and first month of service –Nonrecurring charge \$TBD
Monthly Recurring Rate \$TBD

6.2 Long Distance Services

The Company's long-distance service is available to Customers that activate local exchange service offered by the Company. Rates for intrastate long-distance service offered by the Company are on file with the Commission; rates for interstate long distance service can be found on the Company's website.

6.3 Promotions

The Company may from time to time engage in special promotional service offerings, special arrangements or demonstrations designed to attract new customers or to increase existing customer awareness of the Company's services.

6.3. A Terms, Conditions, Rates and Charges

The specific terms and conditions or rates and charges of each promotional offering are described as follows:

Reserved for future use.

Exhibit E - Proposed Notice of Filing

**PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
CLERK'S OFFICE
NOTICE OF AND HEARING AND PREFILE TESTIMONY DEADLINES
DOCKET NO. 2019- - C**

Application of City Communications, Inc. for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange, Exchange Access and Interexchange Services in the State of South Carolina and for Alternative and Flexible Regulation. Peak Tower, LLC ("Applicant") has filed an Application with the Public Service Commission of South Carolina (the "Commission") for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities Based Local Exchange and Interexchange (Including Exchange Access) Services within the State of South Carolina. In addition, Applicant requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C, and regulate its interexchange services in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. A copy of the Company's application can be found on the Commission's website at www.psc.sc.gov under Docket No. 2018-C. Additionally, a copy of the application is available from the Company's representative, Bob Coble, Esq. Nexsen Pruet, LLC, 1230 Main Street, Suite 700, Columbia, SC 29202.

PLEASE TAKE NOTICE that a hearing, pursuant to 10 S.C. Code Ann. Regs. 103-817, on the above matter has been scheduled to begin on, Examiner in the Commissions Hearing Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210 for the purpose of receiving testimony and evidence from all interested parties.

PLEASE BE ADVISED that pursuant to S.C. Code Ann. Section 58-9-280, as amended, the Commission will invoke the 120-day period allowed for consideration of this matter. Any person who wishes to participate in this matter as a party of record should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before by filing the Petition to Intervene with the Commission, by providing a copy to the Office of Regulatory Staff and by providing a copy to all parties of record. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene.

Please refer to Docket No. 2018- -C and mail a copy to all other parties in this docket . Any person who seeks to intervene and who wishes to testify and present evidence at the hearing should notify, in writing the Commission; the Office of Regulatory Staff at 1401 Main Street, Suite 900, Columbia, South Carolina 29201; and the company at the above address, on or before , 2018.

INSTRUCTIONS TO ALL PARTIES OF RECORD (Applicant, Petitioners, and Intervenor only): All Parties of Record must prefile testimony with the Commission and with all parties of record. Prefiled Testimony Deadlines: Applicant's Direct Testimony Due: _____ Other Parties of Record Direct Testimony Due: _____ Applicant's Rebuttal Testimony Due: _____; and Other Parties of Record Surrebuttal Testimony Due: All Prefiled Testimony Deadlines are subject to the information as posted on www.psc.sc.gov under Docket No. 2018-_____-C

For the most recent information regarding this docket, including changes in scheduled dates included in this Notice, please refer to www.psc.sc.gov and Docket No. 2018- -C.

PLEASE TAKE NOTICE that any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments in person to the Commission during the hearing. Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at www.osc.sc.gov. Public Service Commission of South Carolina Attention: Clerk's Office •Post Office Drawer 11649 •Columbia, SC 29211.

**BEFORE THE
PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2018-_____ -C**

Application of)
)
City Communications, Inc.)
)
for a Certificate of Public Convenience)
and Necessity to Provide Resold and)
Facilities-Based Local Exchange,)
Exchange Access and Interexchange)
Telecommunications Services in the State)
of South Carolina, and For Alternative)
and Flexible Regulation)

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day, one (1) copy of the Application by placing a copy of same in the care and custody of the United States Postal Service (unless otherwise specified), with proper first-class postage affixed hereto and addressed as follows:

VIA ELECTRONIC MAIL SERVICE

Jenny Pittman, Esq
Office of Regulatory Staff
Legal Department
jpittman@regstaff.sc.gov

By: /s/Bob Coble
Bob Coble, Esq.
Nexsen Pruet, LLC
Counsel for City Communications, Inc.